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ATLAS OF
MARION COUNTY, IOWA
1909

MADE FROM THE

COUNTY RECORDS AND ACTUAL SURVEYS

BY THE

MIDLAND MAP COMPANY

Knoxville, Iowa

THE PUBLIC LIBRARY OF FORT WAYNE & ALLEN CO., IND.

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This Article of Agreement, *Made and entered into this* 29th *day of* December *A. D. 19*34 *by and between* W. S. Myers Estate, Houston, Texas, *of* ..... *County* ..... *of the first part and* Harrison H. Phillips, *of* Pleasantville, *County* Marion, *of the second part, witnesseth: That the party of the first part, in consideration of the agreements and covenants hereinafter made by the party of the second part has this day leased unto the party of the second part the following described premises situated in the County of* Marion *and State of Iowa, to-wit:*

South half of the South West 1/4 Sec. 26 except 20 acres south of Highway No. 2 and 60 consisting of 60 acres.

together with all the buildings and improvements on the same from the first *day of* March *19*35 *to the* first *day of* March *19*36*., including both of said days.*

And in consideration of the foregoing, the party of the second part covenants and agrees that he will during the term of this lease occupy and use said premises as a farm and for no other purpose whatever, and that he especially will not use said premises, or permit the same to be used, for any unlawful business or purpose; that he will not sell, assign, underlet or relinquish the said premises without the written consent of the lessor; that he will cultivate said land in good and husbandlike manner; that he will carefully and faithfully guard and protect the said premises, with the buildings, gates, fences, trees, vines, shrubbery, etc., and especially the crops which he may raise or grow thereon, from all damage by fire and depredations of animals; that he will keep the buildings, glass, fences, etc., in as good repair as the same now are or may at any time be placed by the lessor, as often as the same shall require it, damage by superior force inevitable necessity of fire from any other cause than the carelessness of the lessee or persons of his family, or in his employ, excepted; that he will haul out and properly scatter on said place all the manure now accumulated thereon, and, so far as the weather and proper attention to the crops on said land will permit, all the manure which may accumulate on said place during the term of this lease; that he will at least once each season after harvest mow all the sloughs and uncultivated portions of said lands, including all fence-rows, and corners, and all the roads and lanes running upon, through or adjacent to said premises, and will at all times keep said sloughs, fence-rows, fence-corners, roads and lanes, and all uncultivated portions of said land, free from rank weeds and grass; that he will burn none of the straw raised on said land, but stack the same on as small a space as possible on said place as directed by lessor; that he will thresh all small grain raised on said place as soon as it is possible and safe, after harvesting the same, giving lessor due notice of the threshing, and husk and crib all corn raised thereon before the 31st day of December, in each year, and properly care for all crops in their season; that he will at all times allow the lessor, his agents or his assignees, to have free access to said premises, for the purpose of observing the crops growing thereon, and the conduct of the lessee in cultivating said land and in caring for the crop and improvements thereon, and also for the purpose of removing therefrom at any time lessor's share of said crops as hereinafter stipulated; also to allow lessor, his agents, grantees or lessees, to enter upon said land or any part thereof, as soon as the crops are removed therefrom, for the purpose of plowing and making other improvements in the fall before this lease expires, provided the lessee shall suffer no material damage or inconvenience therefrom.

And in further consideration of this lease, the party of the second part hereby agrees to cultivate said land in the following crops, to-wit:

Corn and small grain,

and to deliver to the party of the first part, his agents or assigns, a share of all crops grown on said land (excepting the customary garden spot not to exceed one-half acre) equal in quantity to the share retained by himself as follows, viz.:

One half of corn delivered to the crib on the farm leased by C. A. Flanagan and 2/5 of small grain delivered to elevator at Pleasantville, Iowa.

It is understood that the said W. S. Myers Estate, shall have in addition to the lien given him by law, a lien upon the term of this lease, and a lien upon all property of the said Harrison H. Phillips, used or situated upon the leased premises, whether said property is exempt from execution or not, for the whole amount of rent agreed to be paid by this lease; and in default of payment, said W. S. Myers Estate may levy upon said term or said property, and sell it to pay said rent.

And it is further agreed that if the lessee shall fail to pay said rent at the times herein stipulated, or shall make default in any of the covenants herein contained, he shall forfeit all his rights under this lease, and the lessor by himself or agent may at his option take immediate possession of said premises, or may recover such possession by action of forcible entry and detainer, as provided by law; and that at the expiration of this lease, he will, without further notice of any kind, quit and surrender the occupancy and possession of said premises in as good condition as they are now or may at any time be placed in during this lease, reasonable wear and damage by fire as aforesaid, superior force, or inevitable necessity alone excepted.

wife of said Harrison H. Phillips, hereby concurs in this instrument.

IN WITNESS WHEREOF, the said parties have hereunto subscribed their names on the day first above written.

Harrison H. Phillips

Farm Lease—Shares

FROM

_____

_____

TO

_____

_____

Filed for record the _____ *day of*

_____ *A. D., 19* ____

at _____ *o'clock* _____ *M., and Recorded*

in Book _____ *on Page* _____

of _____ *County Records.*

_____ *Recorder.*

By _____ *Deputy.*

This Form No. 501A Kept in Stock by
ZAISER'S, Des Moines, Iowa

STATE OF IOWA
COUNTY OF _____ } ss:

On this _____ *Day of* _____, *A. D. 19* ____, *Before me a Notary Public in and for* _____ *County, Iowa, personally appeared* _____ *to me known to be the person named in and who executed the foregoing instrument and acknowledged that* _____ *executed the same as* _____ *voluntary act and deed.*

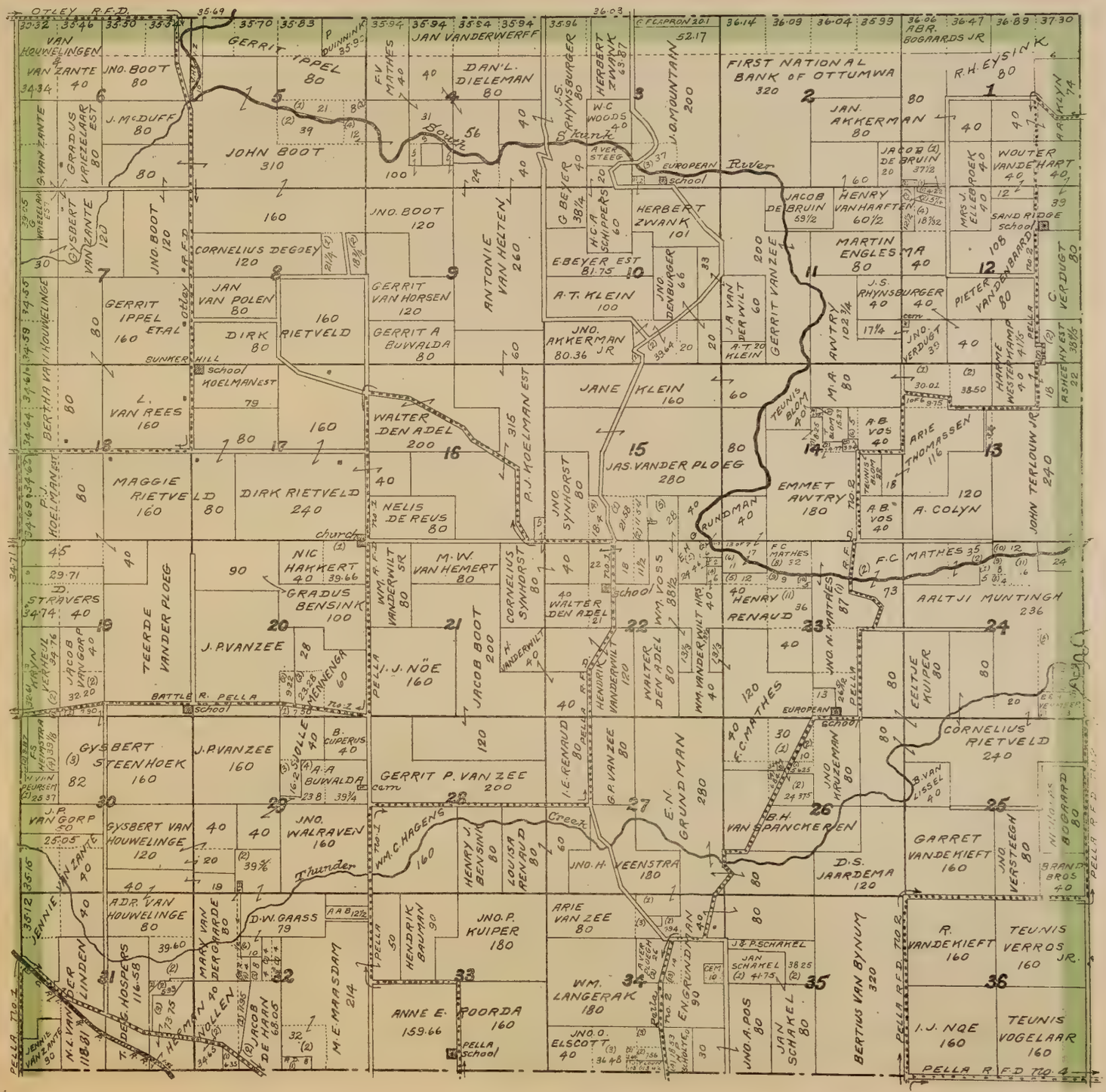
_____
Notary Public in and for _____ *County, Iowa.*

OUTLINE MAP OF
MARION COUNTY

1415240

NORTH PART OF
LAKE PRAIRIE
TOWNSHIP 77 NORTH, RANGE 18 WEST OF FIFTH P. M.

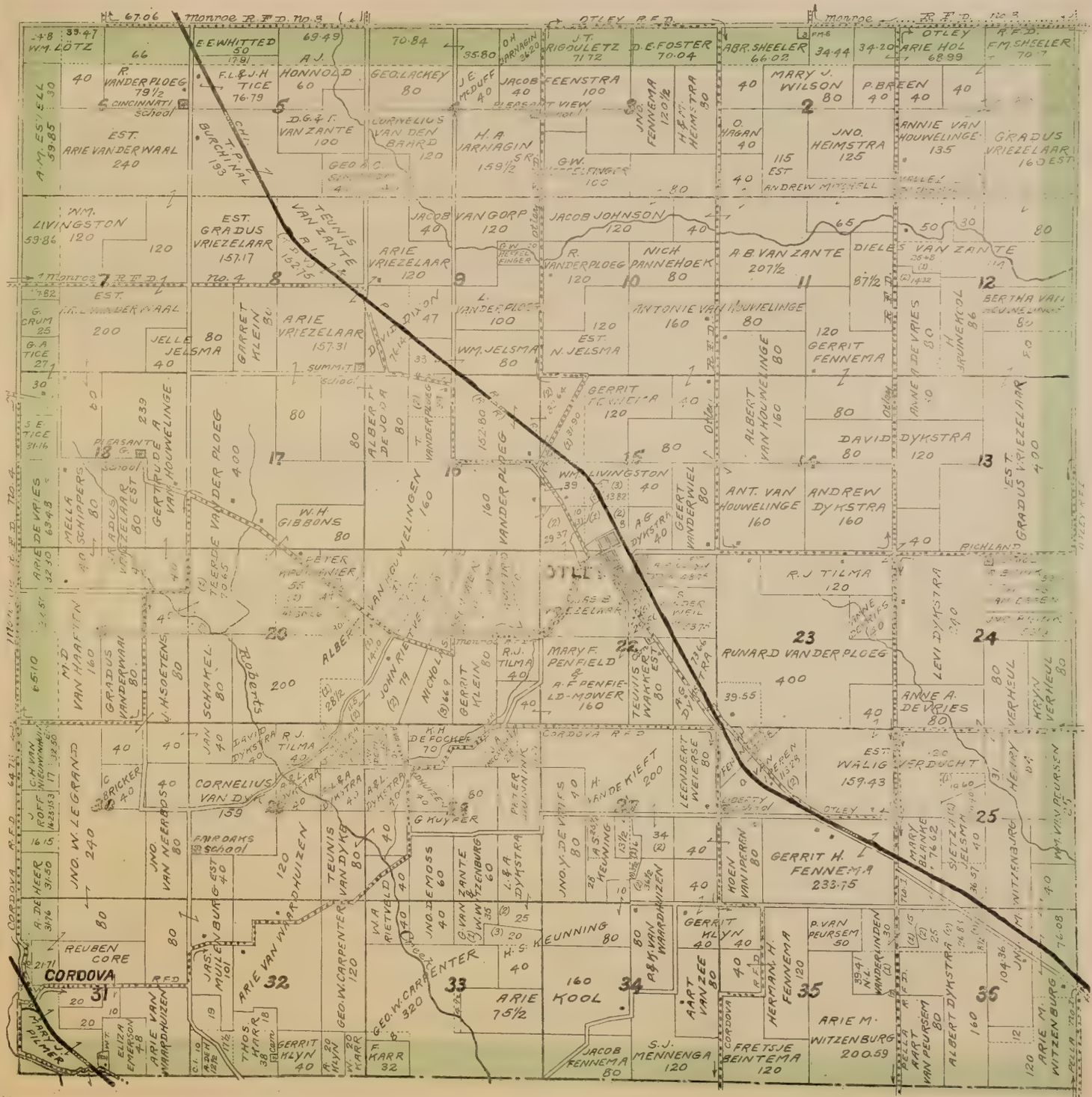
Scale; 1¾ inches to the mile



SUMMIT

TOWNSHIP 77 NORTH, RANGE 19 WEST OF FIFTH P. M.

Scale; $1\frac{3}{4}$ inches to the mile



PARTS OF
REDROCK & UNION
TOWNSHIP 77 NORTH, RANGE 20 WEST OF FIFTH P. M.

Scale; 1¾ inches to the mile

PERRY & SWAN

TOWNSHIP 77 NORTH, RANGE 21 WEST OF FIFTH P. M.

Scale; 1¾ inches to the mile

PERRY & SWAN

TOWNSHIP 77 NORTH, RANGE 21 WEST OF FIFTH P. M.

Scale; 1¾ inches to the mile

SOUTH PART OF

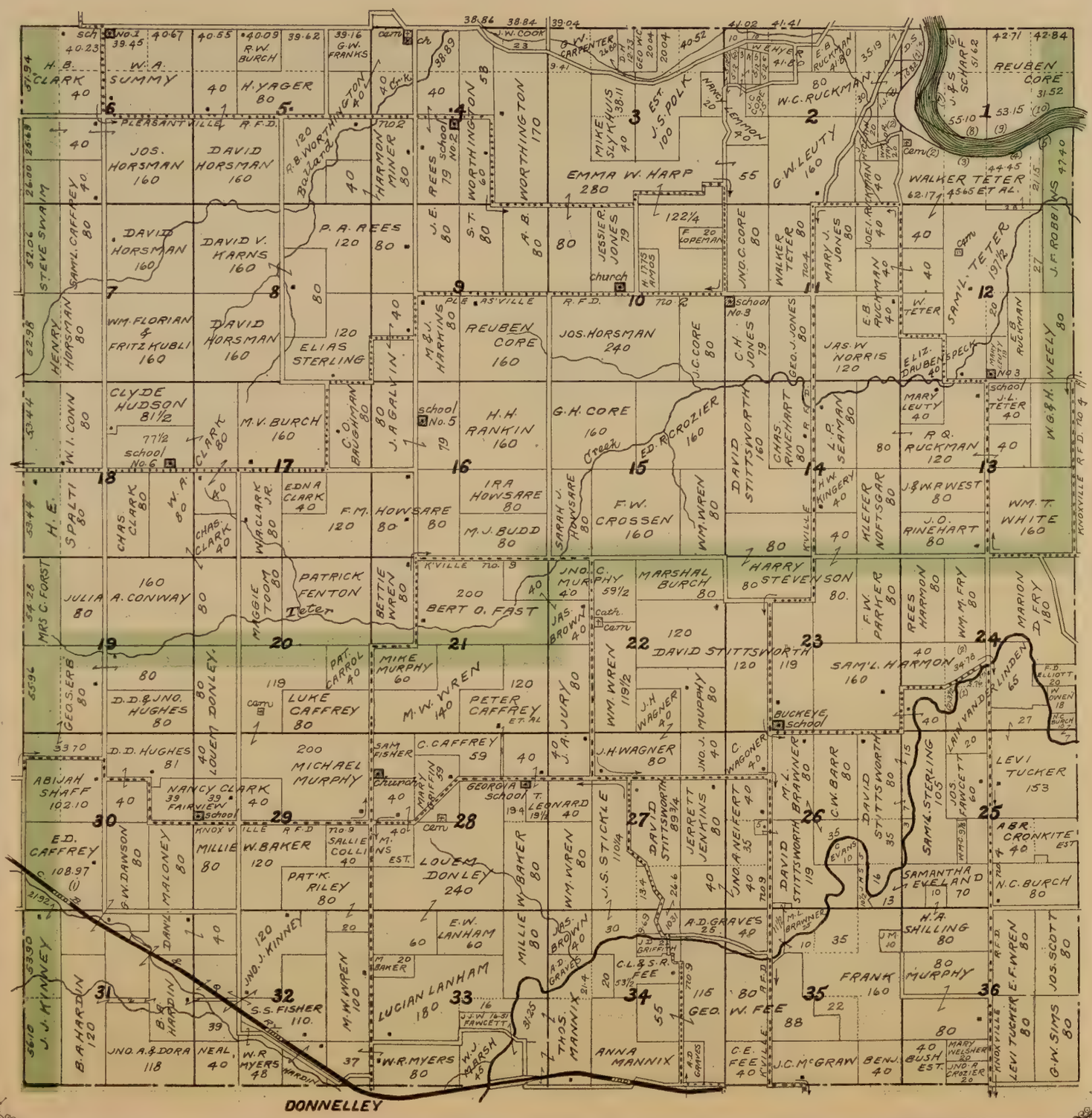
LAKE PRAIRIE

TOWNSHIP 76 NORTH, RANGE 18 WEST OF FIFTH P. M.

Scale; 1¾ inches to the mile

PARTS OF
UNION, KNOXVILLE & REDROCK
TOWNSHIP 76 NORTH, RANGE 20 WEST OF FIFTH P. M.

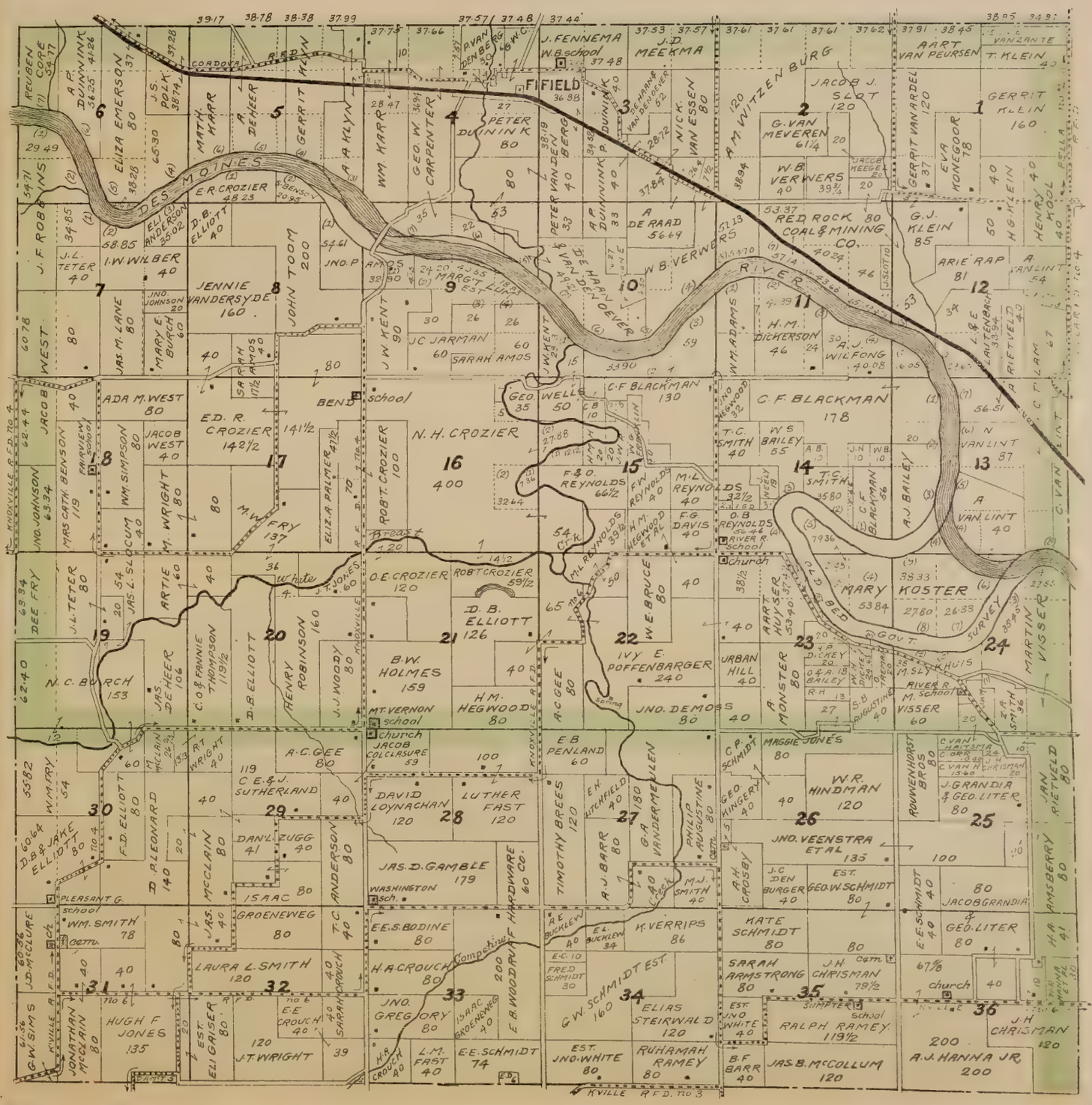
Scale; 1¾ inches to the mile



POLK AND PART OF KNOXVILLE

TOWNSHIP 76 NORTH, RANGE 19 WEST OF FIFTH P. M.

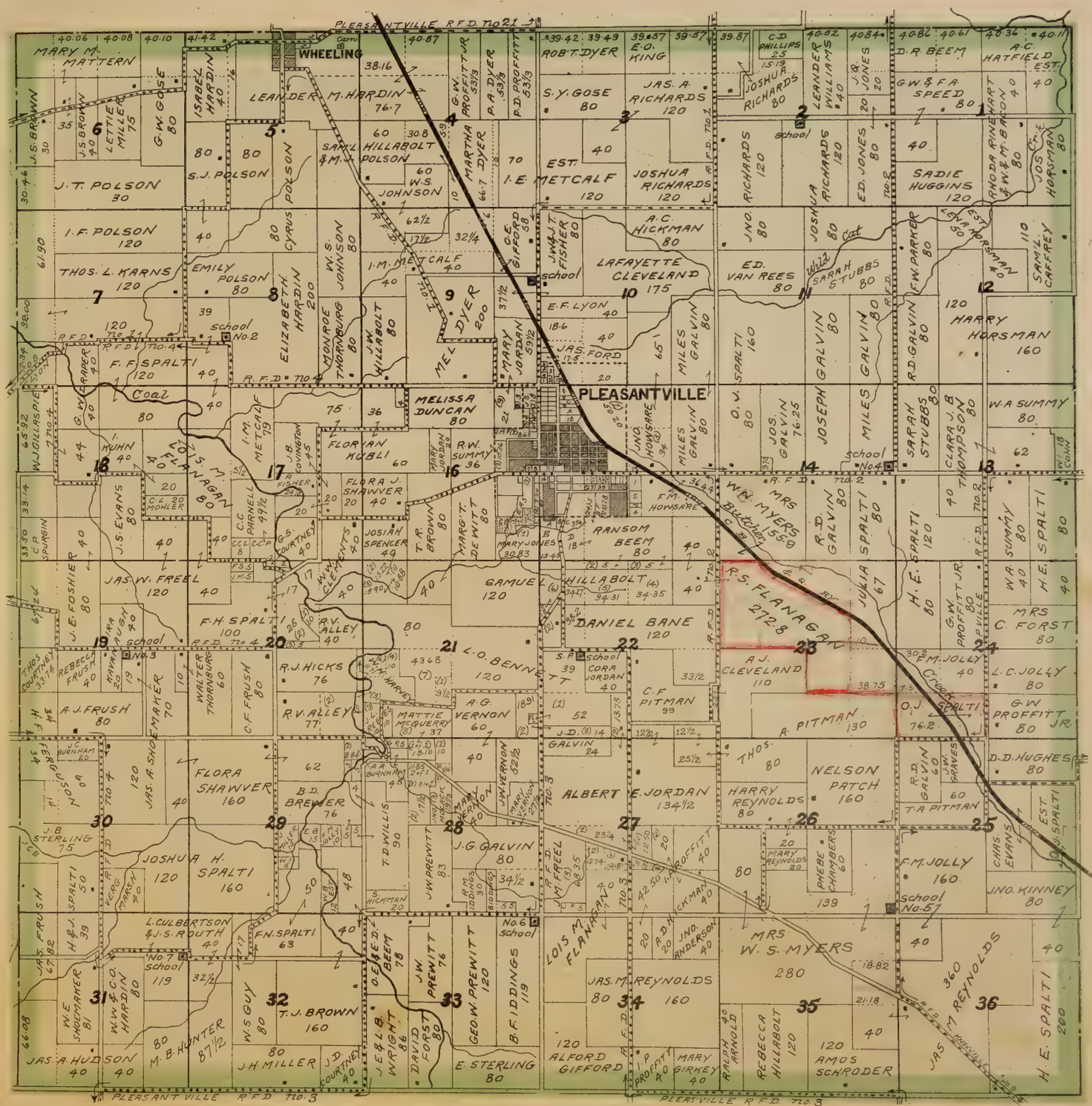
Scale; 1¾ inches to the mile



PLEASANT GROVE

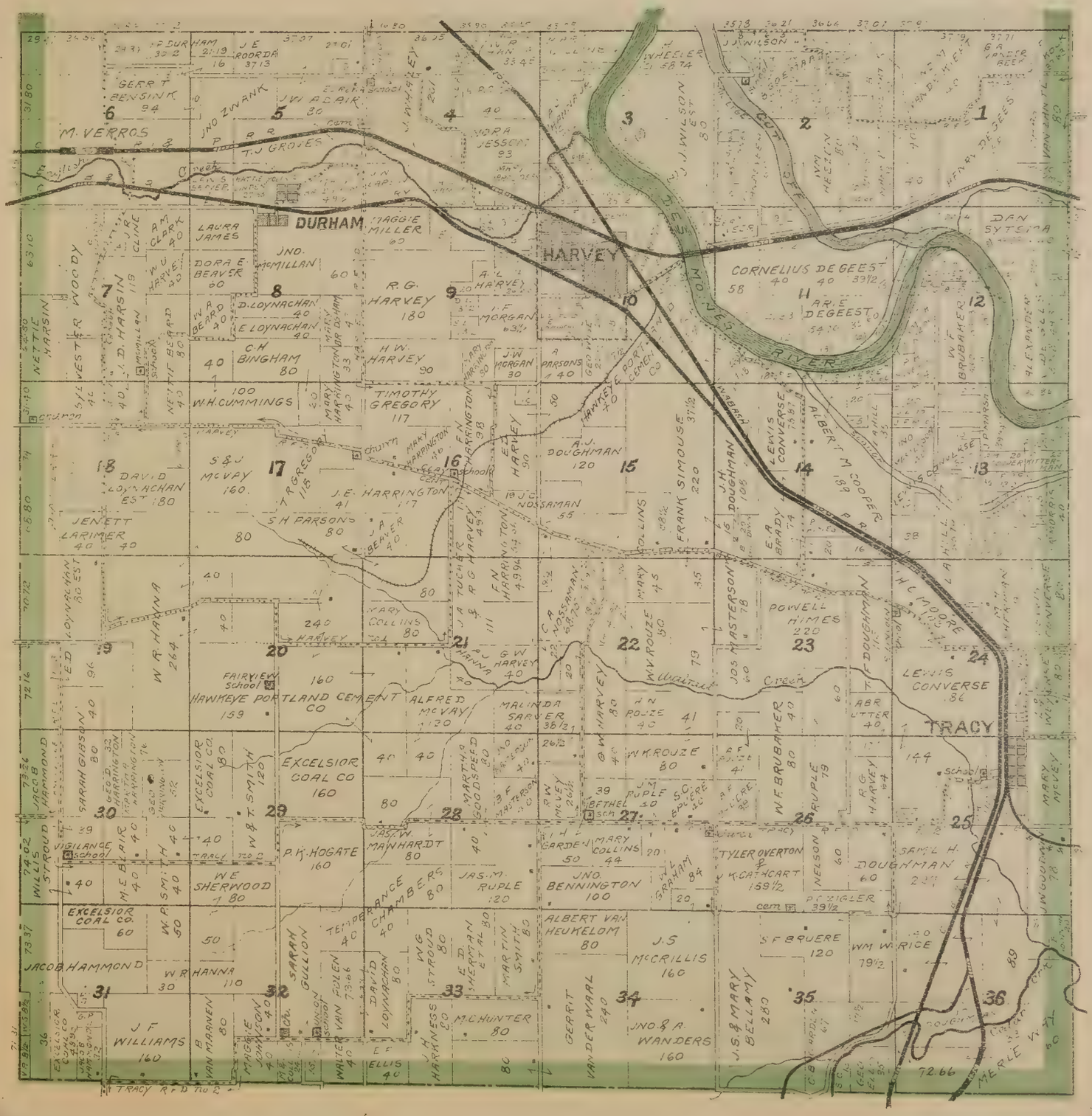
TOWNSHIP 76 NORTH, RANGE 21 WEST OF FIFTH P. M.

Scale; $1\frac{3}{4}$ inches to the mile



PARTS OF
LAKE PRAIRIE & CLAY
TOWNSHIP 75 NORTH, RANGE 18 WEST OF FIFTH P. M.

Scale; $1\frac{3}{4}$ inches to the mile



PART OF
KNOXVILLE
TOWNSHIP 75 NORTH, RANGE 20 WEST OF FIFTH P. M.

Scale; 1¾ inches to the mile

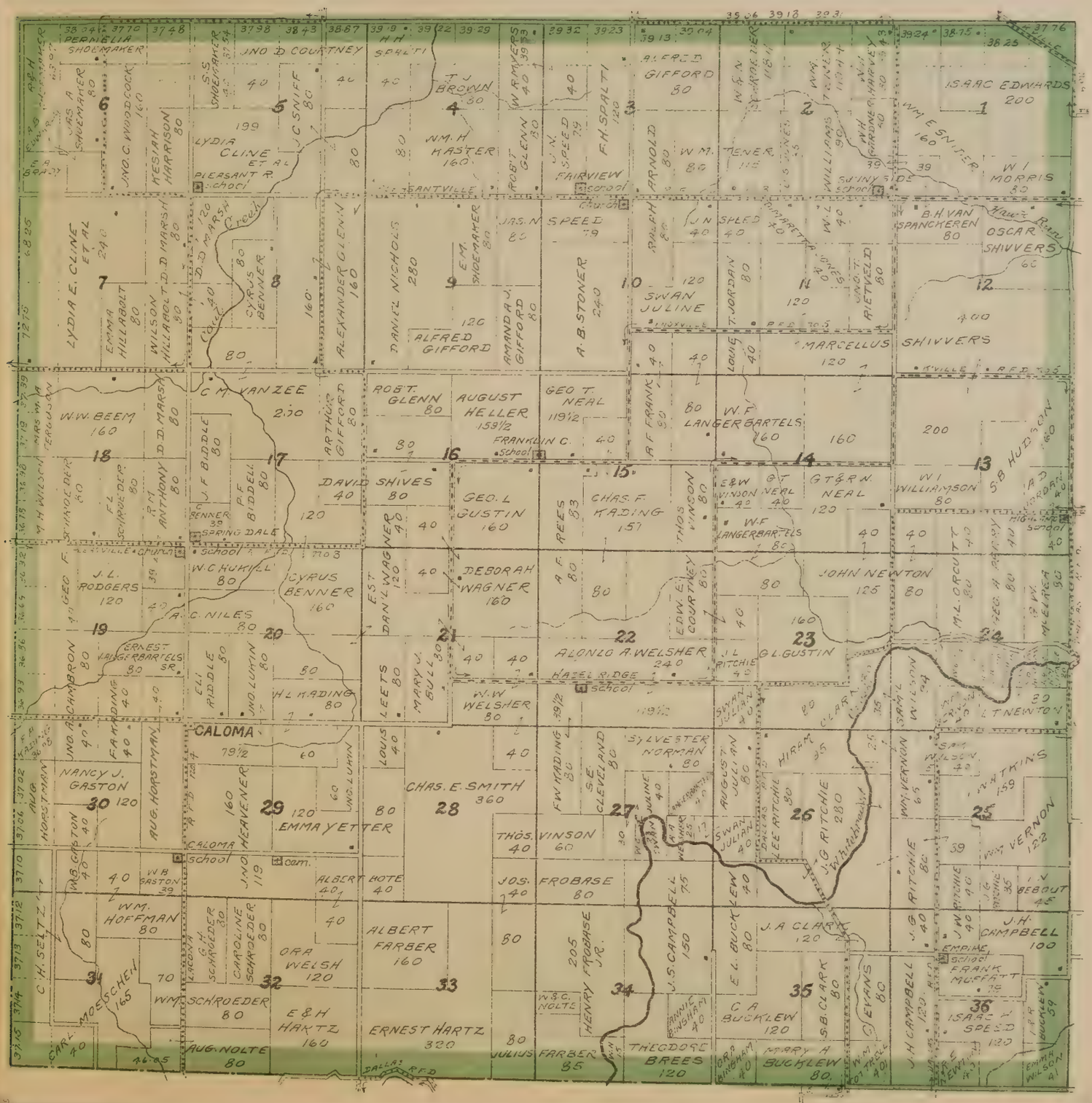
PART OF
KNOXVILLE
TOWNSHIP 75 NORTH, RANGE 19 WEST OF FIFTH P. M.

Scale; 1¾ inches to the mile

FRANKLIN

TOWNSHIP 75 NORTH, RANGE 21 WEST OF FIFTH P. M.

Scale; $1\frac{3}{4}$ inches to the mile



LIBERTY

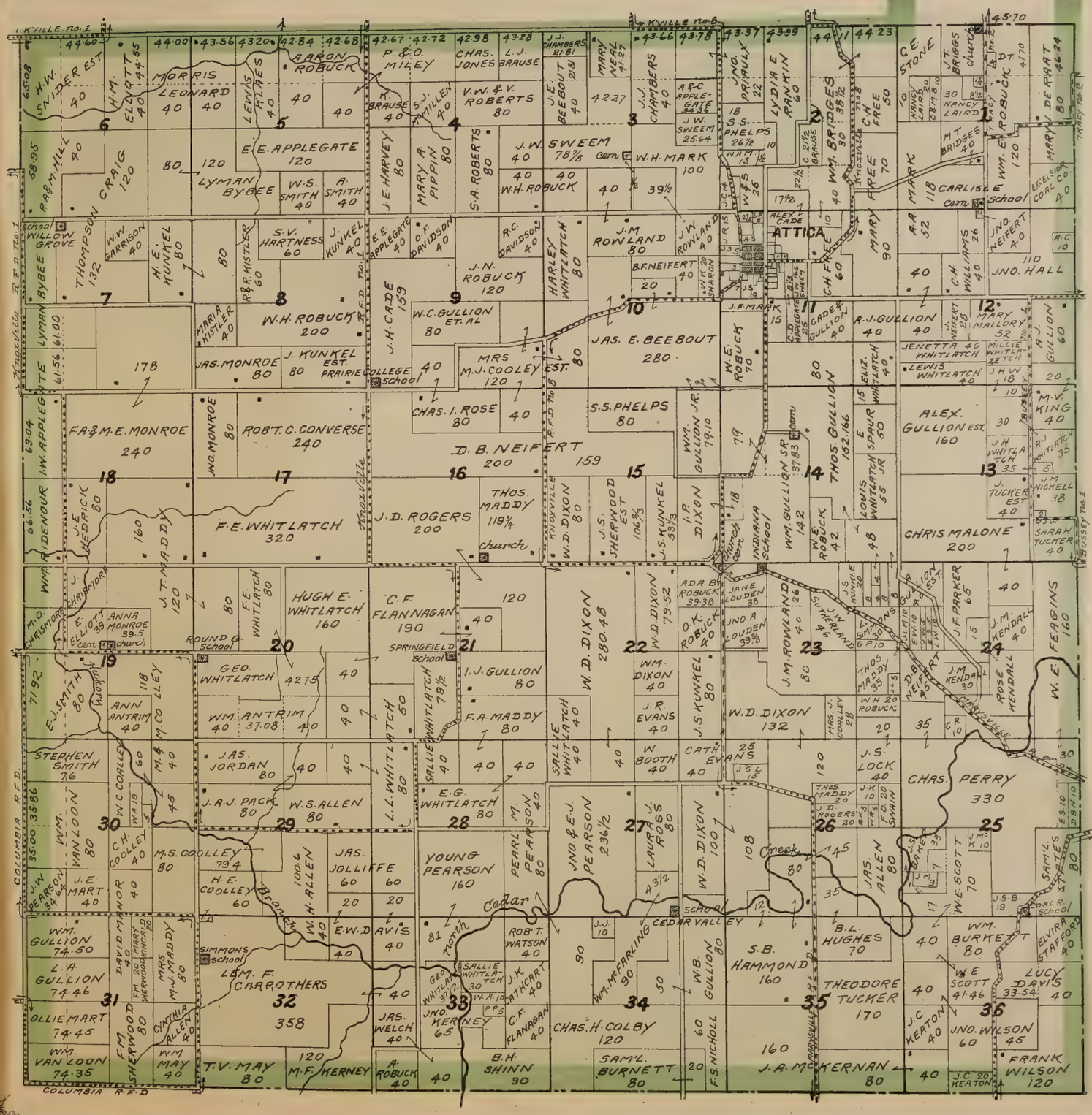
TOWNSHIP 74 NORTH, RANGE 18 WEST OF FIFTH P. M.

Scale; $1\frac{3}{4}$ inches to the mile

INDIANA

TOWNSHIP 74 NORTH, RANGE 19 WEST OF FIFTH P. M.

Scale; 1¾ inches to the mile

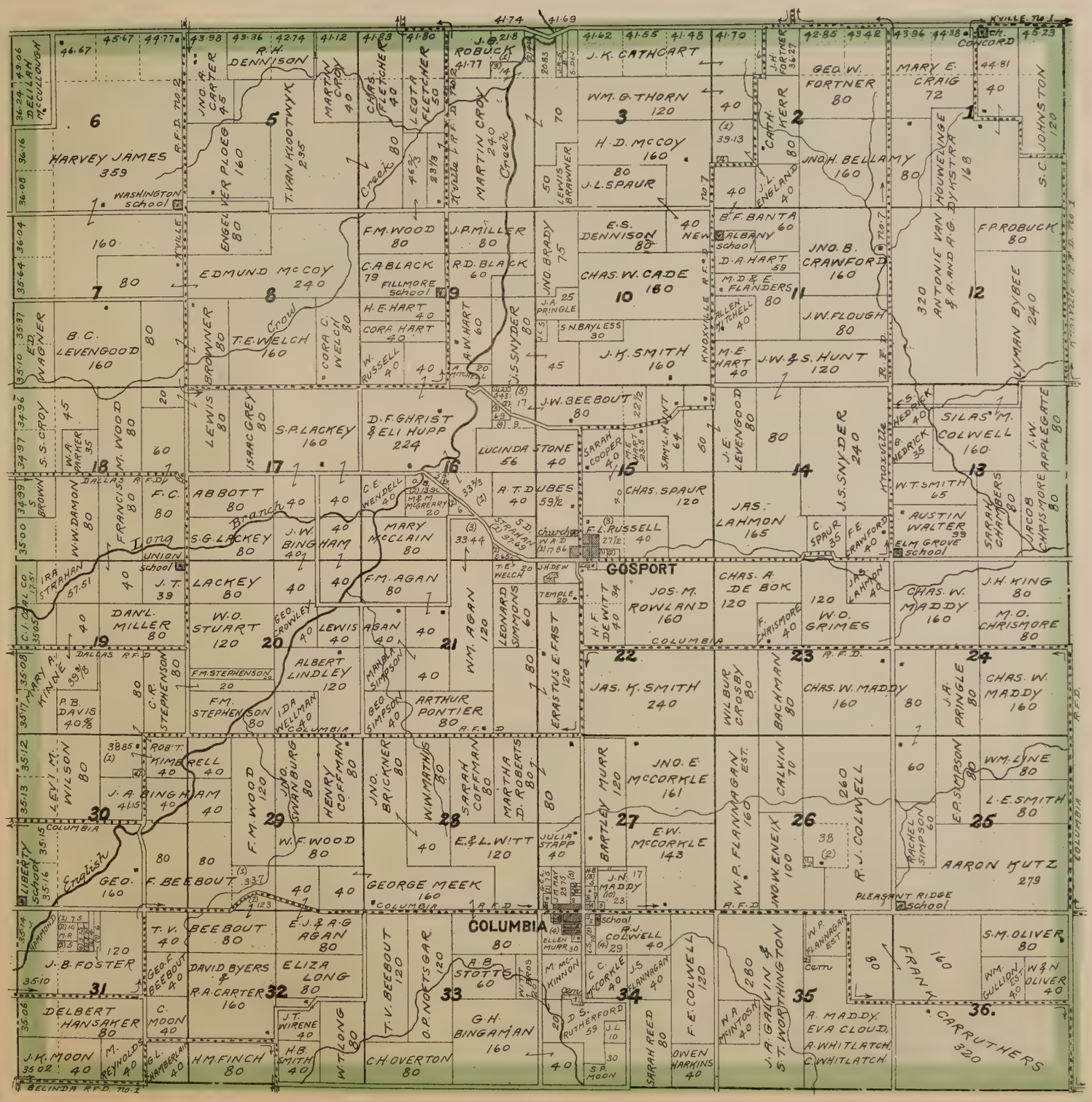


WASHINGTON

TOWNSHIP 74 NORTH, RANGE 20 WEST OF FIFTH P. M.

Scale; 1¾ inches to the mile

1415240



DALLAS

TOWNSHIP 74 NORTH, RANGE 21 WEST OF FIFTH P. M.

Scale; 1¾ inches to the mile

1297